

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LOS ANGELES POLICE DEPARTMENT  
AND  
THE CALIFORNIA STATE UNIVERSITY LOS ANGELES-UNIVERSITY POLICE**

**I. PARTIES**

This Memorandum of Agreement (hereinafter referred to as "MOA") is entered into by and between the City of Los Angeles acting by and through the Chief of Police, Los Angeles Police Department ("LAPD") and the Trustees of the California State University Los Angeles, acting by and through the Chief of Police, California State University Los Angeles-University Police (henceforth referred to as University Police).

**II. TERM**

The term of this MOA shall commence on August 1, 2014 at 0001 hours and shall expire on August 1, 2019 at 2400 hours, unless terminated earlier. This MOA shall be automatically extended for a one year term commencing August 1, 2019 at 0001 hours subject to the same terms and conditions as the initial term, unless written notice is provided by either party of the intent to dissolve the agreement at least 90 days prior to August 1, 2019.

**III. NOTICE**

Written notices by and to either party concerning the termination/dissolution of this MOA will be given by registered or certified mail and mailed to the following addresses:

- o Chief of Police, Los Angeles Police Department  
100 W. 1<sup>st</sup> Street, Los Angeles, California 90012
- o Chief of Police, California State University Los Angeles  
Department of Public Safety,  
5151 State University Drive  
Los Angeles, California 90032

**IV. PURPOSE**

This MOA is entered into by and between the Trustees of the California State University on behalf of the California State University Los Angeles-University Police and the City of Los Angeles by and through the LAPD, for the purposes of establishing guidelines and clarifying agency jurisdiction for the investigation of Part 1 violent crimes as mandated by the *Kristin Smart Campus Safety Act of 1998* and defining operational guidelines and working relationships between the LAPD and the University Police.

WHEREAS, California State University Los Angeles (Cal State L.A.)—University Police have the operational responsibility for providing police services to the Cal State L.A. campus and all properties owned, operated, controlled, and administered by the California State University and located within the boundaries of the City of Los Angeles; and

WHEREAS, University Police Officers, like all California State University Police Officers, are Sworn State Peace Officers with jurisdiction anywhere in the State, as defined in California Penal Code Section 830.2(c); and

WHEREAS, California Education Code Section 89560 defines the jurisdiction of the University Police as being:

- a) At the headquarters or upon any campus of the California State University and in an area within one mile of the exterior boundaries of each campus or the headquarters, and in or about other grounds or properties owned, operated, controlled, or administered by the California State University, or by trustees or the state on behalf of the California State University; and
- b) as provided in Section 830.2 of the Penal Code; and

WHEREAS, LAPD has concurrent jurisdiction with the University Police on or about the property owned and/or controlled by the California State University Los Angeles within the boundaries of the City of Los Angeles; and

WHEREAS, California Education Code Section 67381(c), the Kristin Smart Campus Safety Act of 1998, requires law enforcement agencies to designate operational responsibilities and define specific geographical boundaries of response for the investigation of Part 1 violent crime on campuses and properties controlled by post-secondary institutions such as Cal State L.A.; and

WHEREAS, Education Code Section 67381 (i.2) defines Part 1 violent crimes as willful homicide, forcible rape, robbery, and aggravated assault as defined in the Uniform Crime Reporting Handbook of the Federal Bureau of Investigation; and

WHEREAS, the California Legislature reaffirms that California State University campuses have primary authority for providing police services, including the investigation of criminal activity.

THEREFORE, the parties agree as follows:

## **V. POLICIES AND PROCEDURES**

### **A. GENERAL POLICE SERVICES**

Except as set forth below, the University Police shall have operational responsibility for police services required as a result of incidents occurring on the Cal State L.A. campuses and other properties owned, operated, controlled, or administered by the Trustees of the

California State University, or the State on behalf of the California State University (referred to below as "University Property"), within the boundaries of the City of Los Angeles. University Property shall be listed in Exhibit "A", attached and incorporated by this reference. This does not preclude either agency from taking action on or off University Property, but merely establishes which agency has operational responsibility.

The University Police will assist the LAPD by responding to calls for service generated from within one mile of University Property for crimes in progress and will take immediate, appropriate action to terminate the crime and/or attempt to apprehend the suspect(s) when the police resources are available on the campus, the LAPD will remain responsible to handle calls for service within the boundaries of the City of Los Angeles off of the University Property. If a University Police Officer witnesses a violent Part 1 Crime occurring within the boundaries of the City of Los Angeles, the University Police Officer will take immediate, appropriate action to stop the crime and/or attempt to apprehend the suspect(s). The University Police will then provide immediate/timely notification to the LAPD, who will respond and take control and responsibility for the investigation. The University Police will respond to LAPD calls for service (when the University Police becomes aware of them) in order to assist LAPD units within one mile of the University Property. The University Police and the LAPD will take courtesy crime reports (Outside Agency Assists) for crimes that occur within the other's jurisdiction, as defined herein. Courtesy reports will be forwarded to the proper Department for follow-up investigation based on jurisdiction.

### **B. CRIMINAL INVESTIGATIONS**

#### **1. Los Angeles Police Department Investigative Responsibilities**

The LAPD shall have preliminary and follow-up investigative responsibility for the following crimes:

- Homicide;
- Crimes involving great bodily injury likely to result in death (as determined by the Cal State L.A. – University Police);
- Crimes that require the response of specialized resources, i.e., the LAPD Bomb Squad, Special Weapons and Tactics (barricaded subjects) as determined by the Cal State L.A. – University Police. The Cal State L.A. – University Police will retain the preliminary and follow-up investigative responsibility for bomb threats); and,



- Other major crimes, upon the request of the Cal State L.A. – University Police.

In the above cases where LAPD assumes primary responsibility, a Cal State L.A. – University Police Investigator/Detective will be assigned, as determined by the University Police, to assist the LAPD investigative team and to act as a liaison between the two agencies.

## 2. Cal State L.A. – University Police Investigative Responsibilities

The University Police will have responsibility for the preliminary and follow-up investigation of all crimes that occur on University Property. When the crime victim is a Cal State L.A. student, faculty member, contract employee, or employee, a University Police Officer will respond to assist the LAPD in the investigation as determined by the University Police Watch Commander based on available resources. Other exceptions will exist where operational necessity requires that the LAPD conduct the preliminary and follow-up investigation, those exceptions will be determined by mutual agreement. Regardless of which agency assumes responsibility for those cases, both agencies agree that they shall provide copies of the related reports to the other agency.

If the University Police conducts the initial investigation of a crime and retains investigative responsibility off of the University property and within the boundaries of the City of Los Angeles, the LAPD will receive timely notification of the occurrence from the University Police and an LAPD detective will be assigned, as determined by the LAPD, to assist the University Police investigative team and to act as a liaison between the two agencies. If the LAPD conducts an initial investigation of a crime where the University Police has primary responsibility, the LAPD will promptly notify the University Police. When appropriate, the University Police will complete the initial and follow-up investigation. If the LAPD conducts the initial investigation of the crime and retains investigative responsibility, a University Police Investigator/Detective will be assigned, as determined by the University Police, to assist the LAPD investigative team and to act as a liaison between the two agencies.

## C. PUBLIC DEMONSTRATIONS/CIVIL DISOBEDIENCE

The University Police will have primary responsibility for handling all demonstrations that occur on University Property. The LAPD personnel will respond to assist the University Police only when requested by the University Police, Chief of Police or his/her representative. If LAPD personnel respond, they will remain under the command of LAPD supervisors at all times. The LAPD Incident Commanders will accept missions under the provisions of the National Incident Management System (NIMS) and the Incident Command System (ICS), in consultation with the University Police, Chief of Police or his/her representative. The University Police will respond to requests for assistance from the LAPD at demonstrations within one mile of University Property. In that event, the University Police will accept missions from the LAPD Field Commander, but the University Police personnel will remain under the command of University Police supervisors at all times.

The University Police and the LAPD will provide timely information to each other when either becomes aware of any events that are planned within their respective jurisdictions that have the potential for effecting the other Department.

#### D. UNUSUAL OCCURRENCES (HOMELAND SECURITY)

##### 1. Definitions

For the purposes of this portion of the MOA, the following terms are defined:

**Unusual Occurrence** – is defined as an emergency incident or situation, that has occurred, is occurring, or will occur in the immediate future that poses a significant threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage, loss of life or property resulting from a natural, technological, or man-made emergency situation, and which the University Police has declared as being beyond the capabilities of its resources to effectively resolve.

**Providing Agency** – is defined as the party that furnishes, or is requested to furnish, assistance under the terms of this MOA.

**Receiving Agency** – is defined as the party that requests or receives assistance under the terms of this MOA.

##### 2. Terrorism

Both parties agree to facilitate information sharing and exchange information on domestic or international terrorism that has a potential to affect either jurisdiction. Such information sharing should occur during the crime data meetings as described in the supplemental provisions below to provide a mechanism for such communication to occur.

##### 3. Incident Command System

Both parties agree to use the ICS in resolving emergency incidents. The ICS requires a standardized on-scene emergency management chain of command process during an incident that applies to all response personnel from multiple disciplines, response agencies, and/or jurisdictions. The ICS is used to centralize control of the facilities, equipment, personnel, procedures, and communications resources of multiple jurisdictions and functional agencies, both public and private, under a common organizational structure and mobilize such resources to best respond to the emergency incident.

##### 4. Unified Incident Command System

The parties agree that the Receiving Agency shall utilize a standard ICS, to the greatest extent possible, for an emergency requiring mutual aid assistance under this MOA. The Receiving Agency's ICS shall be consistent with the concepts and principles of the NIMS developed by the

U.S. Department of Homeland Security and the California Standardized Emergency Management System (SEMS). The parties agree that the Receiving Agency's ICS must allow for Unified Command (UC) to provide the most efficient and effective means for communication between, and to coordinate personnel and resources that are deployed:

- By various agencies and jurisdictions at the federal, state, and local levels;
- To an emergency occurring in two or more jurisdictions; or
- To an emergency occurring near the geographic boundary between two or more jurisdictions.

Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility, and accountability inherent to either party under the terms of this MOA.

#### 5. Providing Assistance

No party is required to provide assistance under this MOA unless they determine that they have sufficient resources to do so. The parties agree that when an authorized representative of the Receiving Agency contacts an authorized representative of the Providing Agency, the Providing Agency will assess its local emergency response resources to determine the availability of requested personnel, equipment, and other assistance. The Providing Agency agrees to communicate information about the availability of resources to the Receiving Agency as soon as possible, and not later than 24 hours from the initial contact.

#### 6. State and Federal Assistance

Unless otherwise agreed to by the Providing Agency, the Receiving Agency shall be responsible for coordinating all requests for assistance to local, state, or federal authorities.

#### 7. Documentation for Federal Emergency Management Agency (FEMA) Reimbursement

All parties agree that the Receiving and Providing Agencies shall keep detailed records of the services requested and received, and provide those records as part of the supporting documentation for reimbursement requests.

All parties agree that the Receiving Agency shall, upon request, provide a written and signed certification that documents the types and extent of mutual aid assistance requested and received in the performance of eligible emergency work, including the labor and equipment rates used to determine the mutual aid cost reimbursement request.

#### E. REQUESTS FOR ASSISTANCE

A request for assistance shall be made through presently established radio and telephone communication procedures. Receipt of a request for assistance shall be immediately acknowledged.



The University Police and the LAPD shall deploy officers and departmental resources in accordance with the terms of this MOA consistent with respective departmental policies.

## **VI. SUPPLEMENTAL PROVISIONS**

### **A. STATISTICAL REPORTING OF CRIME**

The University Police and the LAPD will share crime data related to locations that are contiguous to, affiliated with, or adjacent to the property of Cal State L.A. on a periodic basis, as requested. Locations include any building or property that is owned or controlled by an officially recognized student organization. The LAPD recognizes that such information is required as per **The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act** [the **Clery Act** is a federal statute codified at 20 U.S.C. § 1092(f), with implementing regulations in the U.S. Code of Federal Regulations at 34 C.F.R. 668.46], and will supply the information requested in as timely a manner as possible. On a mutually agreed basis, the University Police and the LAPD will periodically meet and discuss crime/data trends or other problems/solutions of mutual concern.

### **B. RELATIONS TO OTHER LAWS AND SEVERABILITY**

The parties agree that this MOA is subject to all federal, state, and local laws, the Los Angeles City Charter, and applicable rules and regulations. If any provision of this MOA is in conflict or is inconsistent with said law and/or judgment, the remainder of the MOA will not be affected, unless it materially undermines the MOA as a whole.

### **C. MUTUAL INDEMNIFICATION**

The University Police hereby agrees to defend, indemnify, and hold LAPD, its officers, agents, and employees harmless from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including, but not limited to, reasonable attorney's fees and court costs, arising out of University Police' performance of the MOA, but only in proportion to, and to the extent that any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to, reasonable attorney's fees and court costs are caused by or resulted from the acts or omissions of the University Police, its officers, agents, or employees.

The LAPD hereby agrees to defend, indemnify, and hold the University Police, its officers, agents, and employees harmless from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including, but limited to, reasonable attorney's fees and court costs arising out of LAPD's performance of this MOA, but only in proportion to, and to the extent that any and all such claims, awards, lawsuits, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and court costs are caused by or result from the acts or omissions of the LAPD, its officers, agents, or employees.


IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized officers as set forth herein below.

TRUSTEES OF THE CALIFORNIA  
STATE UNIVERSITY (Cal State L.A. –  
University Police)

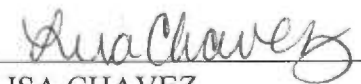
BY:   
LT. JOHN A. HERNANDEZ  
Interim Chief of Police  
Cal State L.A. – University Police

Date: 7/28/2014

CITY OF LOS ANGELES  
(LAPD)

BY:   
CHARLIE BECK  
Chief of Police  
Los Angeles Police Department

Date: 07-16-2014

BY:   
LISA CHAVEZ  
Vice President for Administration and Finance  
Cal State L.A.

Date: 7/28/14

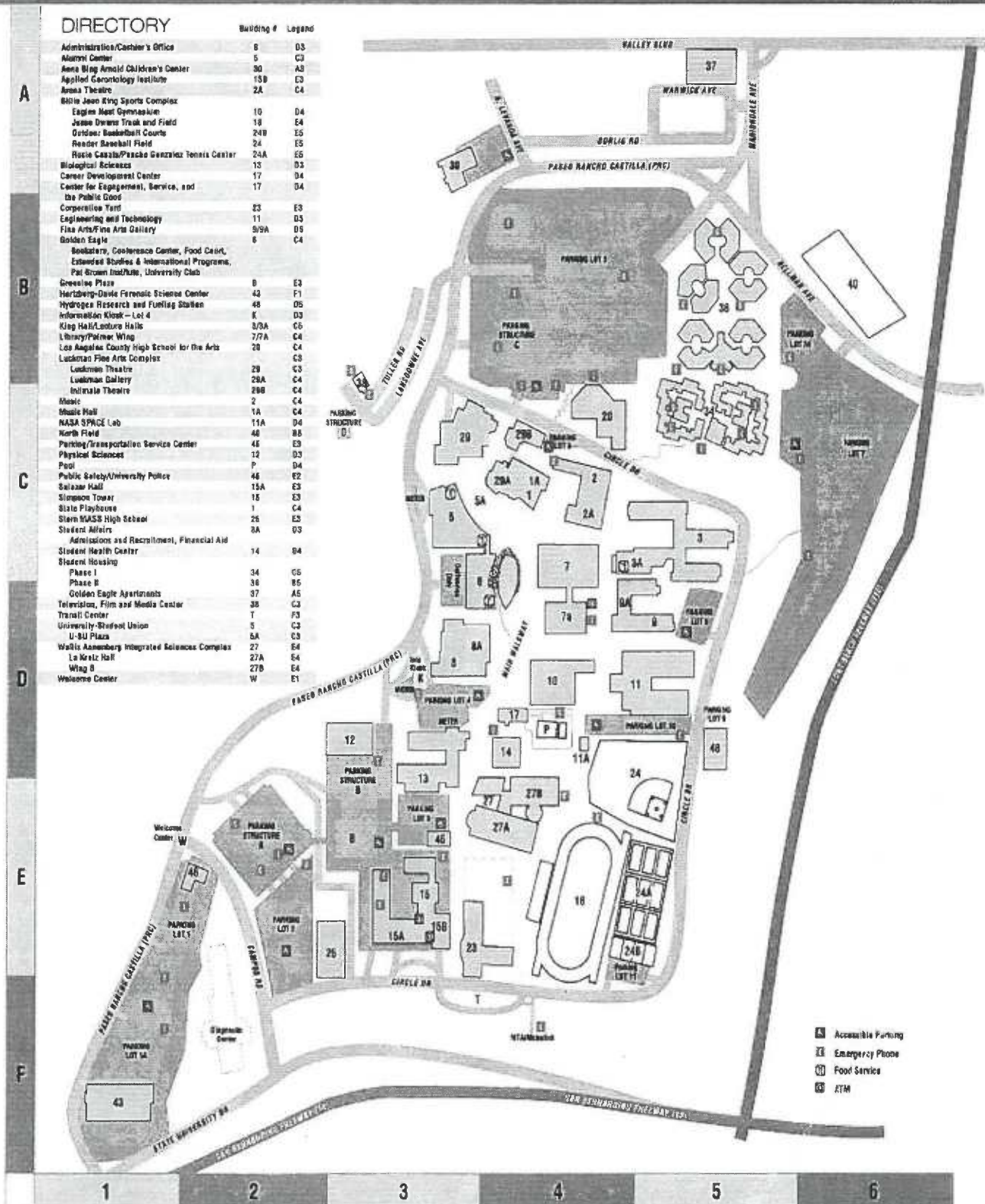


## CAMPUS MAP



## DIRECTORY

	Building #	Legend
Administration/Cashier's Office	8	D3
Nursing Center	5	C3
Anna May Arnold Children's Center	30	A3
Applied Gerontology Institute	13B	C3
Anna Theatre	2A	C4
Billie Jean King Sports Complex		
Eagles Meet Gymnasium	10	D4
Jesse Owens Track and Field	18	E4
Outdoor Basketball Courts	24B	E5
Rendler Baseball Field	24	E5
Rosie Casals/Pascua Gonzalez Tennis Center	24A	E5
Biological Sciences	13	D3
Career Development Center	17	D4
Center for Experiment, Service, and the Public Good	17	D4
Corporate Yard	23	E3
Engineering and Technology	11	D3
Fine Arts/Fine Arts Gallery	9/9A	D5
Golden Eagle	6	C4
Bookstore, Conference Center, Food Court, Extended Studies & International Programs, Pal Simon Institute, University Club		
Greenlee Plaza	8	E3
Herbberg-Davis Forensic Science Center	42	F1
Hydrogen Research and Fueling Station	48	D5
Information Kiosk - Lot 4	K	D3
King Hall/Lecture Halls	3/3A	C6
Library/Palmer Wing	7/7A	C4
Los Angeles County High School for the Arts	28	C3
Luskman Fine Arts Complex	29	C3
Luskman Theatre	28A	C4
Luskman Theatre	28B	C4
Music	2	C4
Music Hall	1A	C4
NASA SPACE Lab	11A	D4
North Field	46	B5
Parking/Transportation Service Center	45	E3
Physical Sciences	12	D3
Pool	P	D4
Public Safety/University Police	46	E2
Salazar Hall	15A	E3
Simpson Tower	15	E3
State Playhouse	1	C4
Starr SUAS High School	25	E5
Student Affairs	3A	D3
Admissions and Recruitment, Financial Aid		
Student Health Center	14	D4
Student Housing		
Phase I	34	C5
Phase II	36	B5
Golden Eagle Apartments	37	A5
Television, Film and Media Center	35	C3
Transit Center	T	D3
University Student Union	5	C3
U-SU Plaza	5A	C3
Wallis Annenberg Integrated Sciences Complex	27	E4
Lo Kretz Hall	27A	E4
Wing B	27B	E4
Welcome Center	W	E1



Campus Boundary Denotes Jurisdiction